

Menezes v. United Airlines, Inc., et al., CA No. 04-10366 JLT

Motion to Reopen Case

1 Pro Se  
 2 Harriet Menezes  
 3 169 Thoreau Street, Apt. 8  
 4 Concord, MA 01742

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2006 JAN 13 P 2:24

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 6  
 7 Harriet Menezes, ) Civil Action  
 8 Plaintiff ) Case No. 04-10366 JLT

... DISTRICT COURT  
DISTRICT OF MASS.

9 )  
 10 vs. )  
 11 United Airlines, Inc., et al. )  
 12 )

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13  
 14 Motion-To Reopen Case-Various Grounds  
 15

16 RE: Menezes v. Association of Flight Attendants, et al, CA No. 04-10365 JLT  
 17 Menezes v. United Airlines, Inc., et al, CA No. 04-10366 JLT

18  
 19  
 20 I respectfully move that this case be reopened upon a meritorious motion pursuant to Fed. R.  
 21 Civ. Procedure 60; failing that or in addition to that, I respectfully ask the judge to reopen the  
 22 case based upon a provision that will allow reopening.

23  
 24 The Plaintiff respectfully requests the judge to review the Settlement Agreement and the  
 25 transcribed proceedings.

26  
 27 I respectfully move the United States District Court for an order reopening the case, on various  
 28 grounds to include, but not limited to, that Plaintiff did not have a full understanding of  
 29 Settlement Agreement, that terms conveyed in ex parte communication, and other  
 30 communication to expunge record in personnel file will not be performed by United Airlines.  
 31 Clauses in the Agreement prohibit Plaintiff from defending herself against United's progressive  
 32 disciplinary policy thereby creating unconscionable results. Plaintiff was induced into signing an  
 33 unconscionable Settlement Agreement by fraudulent and misleading representations made in bad  
 34 faith. The result is that Plaintiff is subject to termination from her job as a flight attendant after a  
 35 reinstatement.

36  
 37 This motion will be based on all the pleadings, papers, records, files and evidence in this action,  
 38 hearing transcripts, ex parte communication, and subsequent evidence since Agreement. The  
 39 Agreement did not put a stop to behavior that may be construed as retaliation including  
 40 continued administrative betrayal, constructive discharge, placing Plaintiff under labor relations  
 41 investigation from April 2005 to present; divulging medical information to third parties for the  
 42 purpose of discipline; and causing such duress to Plaintiff that she left work by ambulance in  
 43 April 2005 from Logan airport.

44  
 45 I respectfully request judicial intervention to halt United's progressive disciplinary process going  
 46 forward pending judicial review, not limited to a stay, injunction, cease and desist or whatever

1 legal means necessary. [Progressive discipline has been initiated by United Airlines supervisor  
2 Maria Hovanesian starting with medically related work absences from the year 2000 to date.]  
3

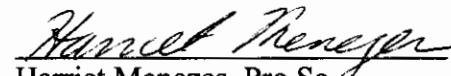
4 My good cause for delay in reopening the case, I didn't understand the terms of the Agreement  
5 until I started getting disciplined and returned to work. I thought that discussions during  
6 conference at the United States District Court would be valid as oral settlement agreement and  
7 therefore binding on the parties even if its terms are not embodied in the subsequent written  
8 instrument. This may be evident, in part, from a transcript of the conference and hearings. I  
9 received a letter in January 2006 from United stating my personnel records were not expunged  
10 therefore I am subject to progressive discipline for illness absences going back to 2000; a  
11 doctor's note is not an acceptable defense. My disciplinary review meeting is scheduled for  
12 January 17, 2006. Other benefits I lost were Long Term Disability insurance for ever and  
13 vacation for the year 2005.

14  
15 I did not know that when I returned to work, that United's continued treatment of me would be  
16 so horrific that I would feel like quitting if I had the means. When I signed the Agreement, I  
17 thought that I would continue to have a career in a hostile-free environment. United's  
18 progressive discipline policy and treatment of me usurps that. In retrospect, I would have gone  
19 forward with more negotiation prior to signing the Agreement, had more judicial intervention  
20 and time (the attorneys did not have the suggested draft written settlement agreement for the  
21 settlement 11/8/04 conference so we had to go into conference rooms), and the opportunity for a  
22 more equitable future.

23  
24 I respectfully request that this court retains jurisdiction.

25  
26 Thank you.

27  
28  
29 Submitted on January 13, 2006

  
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Harriet Menezes, ) Civil Action ) DISTRICT COURT  
Plaintiff ) ) DISTRICT OF MASS.  
vs. ) Case No. 04-10366 JLT  
United Airlines, Inc., et al. ) )  
\_\_\_\_\_  
)

CERTIFICATE OF SERVICE

RE: Menezes v. Association of Flight Attendants, et al., CA No. 04-10365 JLT  
Menezes v. United Airlines, Inc., et al, CA No. 04-10366 JLT.  
Notice of Motion to Reopen Case, and Motion to Reopen Case

I, Harriet Menezes, state that I served the above by mailing a copy to the attorneys for defendants as follows, on Friday, January 13, 2006.

Edward J. Gilmartin, Esq.  
Association of Flight Attendants-CWA, AFL-CIO  
501 Third Street, NW, 9th Floor  
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(202)434-0577

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Mary T. Sullivan, Esq.  
Segal, Roitman & Coleman  
11 Beacon Street, Suite 500  
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(617)742-2187

Date: January 13, 2006

*Harriet Menezes*  
Harriet Menezes  
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Harriet Menezes,	)	Civil Action	UNITED STATES DISTRICT COURT
Plaintiff	)	Case No. 04-10366 JLT	DISTRICT OF MASS.
	)		
vs.	)		
United Airlines, Inc., et al.	)		
	)		

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Notice-Of motion-To Reopen case-Various Grounds

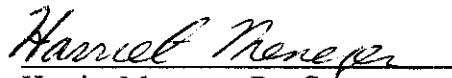
RE: Menezes v. Association of Flight Attendants, et al., CA No. 04-10365 JLT  
 Menezes v. United Airlines, Inc., et al, CA No. 04-10366 JLT

To: Attorney Gilmartin, Attorney Duffy, Attorney Sullivan

You are notified that I will move that this case be reopened upon a meritorious motion pursuant to Fed. R. Civ. Procedure 60; failing that or in addition to that, I respectfully ask the judge to reopen the case based upon a provision that will allow reopening.

Thank you.

Submitted on January 13, 2006

  
 Harriet Menezes, Pro Se  
 169 Thoreau Street, Apt. 8  
 Concord, MA 01742

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